

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Invitation to BidSolicitation Number: **RF3124**Due Date: **03/25/03 @ 2:00 P.M.**

Date Sent: March 10, 2003

Goods and services to be

MODIFY FLOOR DRAIN SEWER COLLECTION SYSTEM**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Invitation to Bid

Solicitation Number: RF3124

Due Date: 03/25/03

Vendor Name:

Item#	Qty	Unit	Description	Unit Price	Extension
001	1	EACH	MODIFY FLOOR DRAIN SEWER COLLECTION SYSTEM AT THE UDOT MAINTENANCE STATION ON SR40, NEAR STRAWBERRY RESERVOIR, AS PER SPECIFICATIONS.	\$	\$

IF INTERESTED IN BIDDING THIS PROJECT, A COMPLETE COPY OF THE SPECIFICATIONS IS AVAILABLE AT www.purchasing.utah.gov.

IF BIDDING THIS PROJECT A SITE VISIT IS HIGHLY RECOMMENDED. TO ARRANGE A SITE VISIT PLEASE CONTACT STACY DAVIS AT (435)548-2625.

WITH QUESTIONS REGARDING THE SPECIFICATIONS PLEASE CONTACT WILLIAM E. JUSZCAK AT (801)964-4522.

BID PROCESS QUESTIONS SHOULD BE DIRECTED TO ROSEMARY FRENCHWOOD AT (801)538-3147.

THIS IS AN INVITATION TO BID, THEREFORE, YOU MAY EITHER HAND DELIVER OR MAIL IN YOUR BID RESPONSE. BID RESPONSES THAT ARE FAXED IN WILL **NOT** BE CONSIDERED.

A 5% BID BOND IS REQUIRED. A 100% PAYMENT/PERFORMANCE BOND WILL BE REQUIRED OF THE SUCCESSFUL BIDDER.

PLEASE FILL OUT THE "BOND STATEMENT" FORM TO SUBMIT WITH YOUR BID RESPONSE.

REFERENCE RX#: 810 352-30

**Ship To: UDOT MAINT. STATION ON SR40
NEAR STRAWBERRY RESERVOIR**

FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP CODE	
SHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)	
Q Small package/Ground Q LTL(Less than truck load) Q Truckload Q Air Q Other (Please specify)	
NMFC Class # _____	
NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. **BIDPREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the bidder lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. **MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By signing the bid the bidder certifies that all of the information provided is accurate, and that prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.
2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. (e) All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33).
3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise DIVISION in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). **Three consecutive no responses will automatically result in removal.**
4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.
5. **BONDS:** The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the bidder in an amount not to exceed the amount of the contract.
6. **SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.
7. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
8. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.
9. **AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.
10. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

revision date: 2/14/2000

**STATE OF UTAH
DIVISION OF PURCHASING**

BOND STATEMENT

BIDDING REQUIREMENTS

A 5% bid bond or cashier's check is required by all vendors bidding on this project. The bid bond must be attached to bid or it will be disqualified. Checks submitted will be returned certified mail after an official award has been made.

AWARD REQUIREMENTS

A 100% performance/payment bond will be required from the award vendor within 14 days after notification of award. Bonds must be in the form of a cashiers checks (no personal or business checks) or a surety bond from a licensed surety company doing business in the State of Utah.

Performance/payment bonds (or checks) will be **held as security for a period of 12 months after completion of project, per state law.** Checks submitted will be returned certified mail only after this specified time. Bidders name must be the same on both the bid forms and all bonds submitted.

Please indicate which method of bonding will be used if awarded this job:

_____ 100% CASHIERS CHECK

_____ 100% PERFORMANCE/PAYMENT BOND

Bond/Ins. Company_____

Agent Name_____

Fax #_____ Phone #_____

Upon awarding, the requesting agency will fax a verification to the bonding company listed above to start the bonding process. It is then the responsibility of the vendor or follow through with their bonding agent to assure the bond is processed. After the bonding company sends the bond to vendor for signatures, it is the responsibility of the vendor to mail or hand carry the original bond (no copies or faxes accepted) to the requesting agency, to the attention of the contract person listed on the bid. **No work can commence until the requesting agency has receipt of this performance/payment bond.** After this time the contract will be officially released to the award vendor.

STATE OF UTAH
DEPARTMENT OF TRANSPORTATION
FACILITIES MAINTENANCE

SEWER MODIFICATIONS
STRAWBERRY SUBSTATION 3445
UDOT JOB NUMBER 81L33707

PROJECT DESCRIPTION

This project is to modify the floor drain sewer collection system at the UDOT maintenance station 3445 located near the Strawberry Reservoir on State Route 40 per this description and the attached specification.

The scope of work includes excavation, removal and disposal of the existing drain sump, installation of a new storage vault and all other material and equipment necessary for complete finished construction.

It is recommended that potential bidders visit the site during the bidding period. Visits can be arranged through Stacy Davis, Station Supervisor, phone number (435) 548-2625. Questions during the bid period regarding the bid documents can be addressed to William E. Juszczak, phone number (801) 964-4522. All questions will be required to be submitted in writing one week prior to the bid date.

STATE OF UTAH
DEPARTMENT OF TRANSPORTATION
FACILITIES MAINTENANCE

SPECIFICATION FOR SEWER MODIFICATIONS
STRAWBERRY STATION 3445

26 February 2003

GENERAL SPECIFICATIONS

BID

BIDDER _____

Submit Utah *INVITATION TO BID* with all required information.

Having examined the Contract Documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, I/We hereby propose to furnish all labor, materials, and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. The price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this proposal is a part.

I/We acknowledge receipt of the following Addenda: _____

For all work shown on the Drawings, described in the Specifications and Contract Documents and as described herein, I/we agree to perform the all of the work indicated for the Station 3445, Strawberry, Utah Sewer Replacement for the sum of:

_____ Dollars (\$_____)

(In case of discrepancy, written amount shall govern)

TIME OF COMPLETION AND DELAY REMEDY

The project shall be substantially complete by June 1, 2003. Contractor agrees to pay liquidated damages in the amount of \$100 per day for each day after the expiration of the Contract Time until the Contractor achieves Substantial Completion.

Specification - Sewer Replacement

PAYMENT

Progress payments may be requested at no less than 30 day intervals. Final payment will be made when the project is complete and approved by the Owner.

For prompt payment, mail invoice to: William E. Juscak
Facilities Manager
UDOT Maintenance Division
Box 148250
Salt Lake City, Utah 84114-8250

BID BOND

A 5% bid bond or cashier's check must be included with the bid.

PERFORMANCE AND PAYMENT BOND

At the time of the execution of the contract, the contractor shall provide a performance and payment bond for 100% of the total purchase price of the contract guaranteeing performance, product and payment. (A cashiers check for the above amount may be substituted for the performance and payment bonds.)

WORKERS COMPENSATION

The contractor will be required to furnish proof that all employees involved in this project are covered by Workmen's Compensation. The State will not be liable for injuries incurred during this project.

INSURANCE

Before contract award, successful bidder must provide a certificate of insurance certifying that the contractor will provide and maintain a policy of insurance in which the Department of Transportation is named as an additional insured. Coverage shall be in the following amounts:

1. \$250,000 for bodily injury
2. \$500,000 for each accident occurrence
3. \$100,000 for property damage

If the contractor cannot obtain this insurance, the contractor shall provide a policy with a minimum coverage of \$1,000,000 in the aggregate.

Specification - Sewer Replacement

The certificate must also state that no cancellation or decrease in coverage shall be made without giving the State at least 30 days prior written notice.

WARRANTY

Unless noted otherwise, Contractor shall provide a general written one year warranty for the replacement of all defective materials, including labor and travel that are used in this project.

MATERIALS

Material furnished to the State of Utah shall be certified as new and must meet all current State and Federal applicable building codes and safety regulations.

Bids shall include all materials and equipment necessary for complete finished construction.

FINAL PLAN SUBMITTAL

Prior to commencement of construction, contractor shall submit 3 sets of plans for review by the Owner.

DETAIL SPECIFICATIONS

GENERAL - WORK INCLUDED

1. Furnish and install all materials and perform all labor necessary for the complete installation as required to replace the existing drain sump with a new collection box as specified herein, to provide a complete functional system.
2. Contractor will be required to remove the existing drain sump and surrounding contaminated soils. Any non-contaminated material will be removed off site. Contaminated material will be treated in accordance with Owner's requirements. For the purposes of the bid, contractor shall assume an excavation to a depth of 4 feet below the bottom of the existing sump.
3. Prior to bid, contractor shall inspect existing system. Contractor shall be required to field verify depth of sump and other existing conditions which will affect this work. Contractor shall note existing conditions.
4. Prior to excavation of sump, contractor shall contact Owner. Owner's representative for this portion of the work is Helen Sadik-Macdonald. Her phone number is (801)965-4971. Excavation of the existing sump shall not occur without prior approval. Owner's representative will examine

Specification - Sewer Replacement

- excavation, monitor conditions and make recommendations for disposal and/or treatment of excavated material.
5. Contractor shall coordinate requirements of this work with the station supervisor. Contractor shall coordinate work to provide the least amount of impact to the station's daily operations.

PRODUCTS

GENERAL:

Equipment and products provided shall include backfill as required and a collection box with a minimum capacity of 2,000 gallons.

COMPACTED FILL:

Satisfactory Soil: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM; free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, or other deleterious matter.

Unsatisfactory Soil: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.

Backfill and Fill: Satisfactory soil materials.

Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand, ASTM D 2940, with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.

Bedding: Subbase materials with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

Drainage Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, ASTM D 448, Size 57, with 100 percent passing a 1-1/2-inch sieve and not more than 5 percent passing a No. 8 sieve.

COLLECTION BOX:

Box shall be precast concrete or of other material suitable for direct burial. Box shall be minimum 2,000 gallon capacity. Box shall have minimum 30" diameter opening with removable cover. Where required, lid shall have traffic rating. Box shall have prefabricated access ladder inside. Box shall have sump for pump or pump shall be placed on a raised platform.

Specification - Sewer Replacement

EXECUTION

Install all work according to manufacturer's recommendations.

Prior to installation, diagrams, component data and sequence of operation are to be submitted for approval.

All installation shall be good workmanship and in accordance with applicable codes.

Installation includes adjustment of system and test of all components witnessed by UDOT representative.

Specification - Sewer Replacement



Specification - Sewer Replacement

